

# Exhibit B

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

PRADEEP ARORA, on behalf of	)	CIVIL NO. 1:23-CV-00480-HG-KJM
himself and all others similarly	)	
situated,	)	<b>[PROPOSED] ORDER (1)</b>
	)	<b>PRELIMINARILY APPROVING</b>
Plaintiff,	)	<b>CLASS ACTION SETTLEMENT,</b>
	)	<b>(2) CONDITIONALLY</b>
vs.	)	<b>CERTIFYING SETTLEMENT</b>
	)	<b>CLASS, (3) APPOINTING</b>
HONOLULU STAR-ADVERTISER	)	<b>PLAINTIFF'S COUNSEL AS</b>
and OAHU PUBLICATIONS INC.,	)	<b>CLASS COUNSEL, (4)</b>
jointly and severally,	)	<b>APPOINTING PLAINTIFF AS</b>
	)	<b>CLASS REPRESENTATIVE FOR</b>
Defendants.	)	<b>SETTLEMENT CLASS, AND (5)</b>
	)	<b>APPROVING AND DIRECTING</b>
	)	<b>PUBLICATION OF NOTICE</b>

Plaintiff PRADEEP ARORA, individually and on behalf of all others similarly situated, and Defendants OAHU PUBLICATIONS INC., on behalf of itself and the erroneously named defendant, Honolulu Star-Advertiser, as well as related entity 342024, LLC (collectively referred to as “Defendants”), entered into a February, 2025 Settlement Agreement, (the “Settlement Agreement”), to settle this action. Plaintiff filed an unopposed Motion for Preliminary Approval of the proposed Settlement. The Settlement Agreement, and the exhibits thereto, and the exhibits to Plaintiff’s Unopposed Motion for Preliminary Approval set forth the terms and conditions for the proposed Settlement.

Having reviewed the Settlement Agreement and its exhibits, as well as the Motion for Preliminary Approval and its exhibits, the Court finds that the Motion for Preliminary Approval should be GRANTED and this Preliminary Approval Order should be entered.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Settlement Agreement.
2. Jurisdiction. This Court has jurisdiction over the claims at issue and parties involved in this action and has jurisdiction to approve the Settlement and the Settlement Agreement.

3. Preliminary Approval of Proposed Settlement. The Court hereby preliminarily approves the Settlement Agreement and the Settlement set forth therein as fair, adequate and reasonable, subject to further consideration at the Final Approval Hearing. The Court finds on a preliminary basis that the Settlement as set forth in the Settlement Agreement falls within the range of reasonableness and was the product of informed, good faith, arm's length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval. The Court further preliminarily finds that the injunctive relief provided to the Settlement Class Members is fair, reasonable, and adequate, and hereby is preliminarily approved, subject to further consideration at the Final Approval Hearing.

4. Conditional Certification of Class for Settlement Purposes Only. For purposes of the Settlement only, the Court conditionally certifies the following Settlement Class:

All Natural Persons in the United States who have a Facebook account, are subscribed to, rent from, or purchase from Oahu Publication's *Honolulu Star Advertiser*, and watched one or more videos on Oahu Publication's website, [www.staradvertiser.com](http://www.staradvertiser.com).

5. In connection with this conditional certification, the Court provisionally finds for settlement purposes only:

a. The Settlement Class appears to be so numerous that joinder of all of its members is impracticable;

b. In the context of the proposed Settlement, there appear to be questions of law or fact common to the Settlement Class;

c. Plaintiff's claims appear to be typical of the putative class he seeks to represent; and

d. Plaintiff appears to be capable of fairly and adequately protecting the interests of the members of the Settlement Class in connection with the Settlement.

6. Class Representatives. The Court appoints Pradeep Arora to act as representative of the Settlement Class pursuant to Fed. R. Civ. P. 23.

7. Class Counsel. The Court appoints Nicholas A. Coulson of Coulson P.C. as Class Counsel pursuant to Fed. R. Civ. P. 23(g).

8. Preliminary Approval of Notice and Notice Plan. Recognizing that notice is at the discretion of the Court in cases certified pursuant to Fed. R. Civ. P. 23(b)(2), the Court approves the Notice, the content of which is attached as Exhibit "B" to the Settlement Agreement. The Parties' proposal to publish the Notice on a settlement website, supplemented by a campaign of internet publication, is sufficient under the circumstances and given the nature of the Settlement, in full compliance with the applicable requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

9. Settlement Administrator. The Court hereby appoints Kroll Settlement Administration as the Settlement Administrator to supervise and

administer the Notice Plan and provide administration services as set forth in the Settlement Agreement and as more fully set forth below.

10. Notice of Settlement to Class Members. The Court hereby orders and directs the Settlement Administrator to provide Notice to the Settlement Class in accordance with the Notice Plan. The Settlement Administrator will disseminate the Notice by publication within forty-five (45) days following entry of this Preliminary Approval Order (the “Notice Deadline”) and shall create a Settlement Website that will include the Notice, the Complaint in this Lawsuit, the Settlement Agreement, and any orders of the Court relating to the Settlement. The website will be publicized through an appropriate online banner advertising campaign, pursuant to the Parties’ agreement.

11. Objections to the Settlement. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement or the Settlement Agreement shall file with the Court (as described in the Notice) no later than thirty (45) days prior to the Final Approval Hearing (the “Objection Deadline”) a statement of the objection signed by the Settlement Class Member that (a) clearly identifies the case name and number: 1:23-cv-00480, (b) is submitted to the Court either by mailing to United States District Court Clerk's Office, District of Hawaii 300 Ala Moana Blvd. Rm C-338 Honolulu, HI 96850, or by filing in-person at any

location of the United States District Court for the District of Hawaii, and (c) is filed or postmarked no later than the Objection Deadline.

12. Any Settlement Class Member who fails to file a timely written objection to the Settlement shall be foreclosed from participating in the fairness hearing or seeking any adjudication or review of the Settlement by appeal or by any other means.

13. Any response to an objection shall be filed with the Court no later than thirty-five (35) days before the Final Approval Hearing.

14. Motion for Final Approval. The Motion for Final Approval of the Settlement shall be filed and served no later than thirty-five (35) days before the Final Approval Hearing. Class Counsel shall file any motion seeking Court approval of an award for Attorneys' Fees and Expenses and/or Service Awards no later than thirty (30) days before the Objection Deadline. Any application for such an award shall be in accordance with the terms set forth in Section 11.1 of the Settlement Agreement.

15. Final Approval Hearing. The Final Approval Hearing shall be held before the Court [at least 100 days after preliminary approval] on \_\_\_\_, at \_\_\_\_m. At the Final Approval Hearing, the Court will consider (a) the fairness, adequacy and reasonableness of the Settlement and the Settlement Agreement and whether the Settlement should be granted final approval by the Court and (b) entry

of a Final Approval Order and Judgment including the Releases. Class Counsel's application(s) for an award of Attorneys' Fees and Expenses and/or any Service Awards shall also be heard at the time of the Final Approval Hearing.

16. The Court finds that this Preliminary Approval Order complies in all respects with Fed. R. Civ. P. 65(d).

17. By entering this Order, the Court does not make any determination as to the merits of the lawsuit.

18. The Court reserves the right to adjourn or continue the Final Approval Hearing, or any further adjournment or continuance thereof, without further notice other than announcement at the Final Approval Hearing or at any adjournment or continuance thereof, and to approve the Settlement with modifications, if any, consented to by Class Counsel and Defendants' Counsel without further notice.

19. No Admission. Neither the Settlement Agreement nor the Releases given therein, nor any consideration therefor, nor this Preliminary Approval Order, nor any actions taken to carry out the Settlement and the Settlement Agreement shall be deemed or construed to be an admission or concession of liability or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by Defendants or any of the other Released Parties, or the truth of any of the claims, or of the validity of any claim, defense, or of any point of fact or law (including



but not limited or law (including but not limited to matters respecting class certification).

20. Reasonable Procedures to Effectuate the Settlement. The Parties are authorized, without further approval from the Court, to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and exhibits thereto as (a) shall be consistent in all material respects with this Preliminary Approval Order and (b) do not limit the rights of the Parties or members of the Settlement Class.

21. Schedule of Future Events. The following are the deadlines by which certain events must occur pursuant to this Order:

[45 days following Preliminary Approval]	Deadline for Notice to be provided to the Settlement Class
[30 days before the Objection Deadline]	Deadline for filing of Plaintiff's Motion for Attorneys' Fees and Costs and Service Award
[45 days before Final Fairness Hearing]	Deadline to file objections
[35 days before Final Fairness Hearing]	Deadline to file motion and memorandum in support of final approval, including responses to any objections
[at least 100 days after Preliminary Approval]	Final Approval Hearing

IT IS SO ORDERED.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
HON. HELEN GILLMOR  
United States District Judge